

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

MARK SOLOMON,)	
)	Case No. 1303-03681
Plaintiff,)	
)	SUMMONS
v.)	
)	
CAPITAL INSURANCE GROUP,)	
)	
Defendant.)	
)	

TO: CAPITAL INSURANCE GROUP
EAGLE WEST INSURANCE COMPANY
James A. Geisler
616 NE 25th Street
Gresham, Or 97030

You are hereby required to appear and defend the complaint filed against you in the above entitled action within thirty (30) days from the date of service of this summons upon you, and in case of your failure to do so, for want thereof, Plaintiff(s) will apply to the court for the relief demanded in the complaint.

NOTICE TO THE DEFENDANT: READ THESE PAPERS CAREFULLY!

You must "appear" in this case or the other side will win automatically. To "appear" you must file with the court a legal paper called a "motion" or "answer." The "motion" or "answer" must be given to the court clerk or administrator within 30 days along with the required filing fee. It must be in proper form and have proof of service on the plaintiff's attorney or, if the plaintiff does not have an attorney proof of service upon the plaintiff.

1 If you have any questions, you should see an attorney immediately. If
2 you need help in finding an attorney, you may call the Oregon State Bar's
3 Lawyer Referral Service at (503) 684-3763 or toll-free in Oregon at (800) 452-
4 7636.

5 DATED this 16 day of May, 2013.

6 SHENKER & BONAPARTE, LLP

7 By: 
8 Robert E.L. Bonaparte, OSB #883411
9 Of Attorneys for Plaintiff Mark Solomon

10 STATE OF OREGON)
11) ss.
12 County of Multnomah)

13 I, the undersigned attorney of record for the plaintiff, certify that the
14 foregoing is an exact and complete copy of the original summons in the above
15 entitled action.

16 By: 
17 Robert E.L. Bonaparte, OSB #883411

18 * * *

19 TO THE OFFICER OR OTHER PERSON SERVING THIS SUMMONS: You are
20 hereby directed to serve a true copy of this summons, together with a true
21 copy of the complaint mentioned therein, upon the individual(s) or other legal
22 entity(ies) to whom or which this summons is directed, and to make your
23 proof of service upon a separate document which you shall attach hereto.

24 By: 
25 Robert E.L. Bonaparte, OSB #88341

MAY 15 2013

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

MARK SOLOMON,)	Case No. 1305-06926
)	
Plaintiff,)	COMPLAINT
)	
v.)	(Breach of Insurance
)	Contract)
CAPITAL INSURANCE GROUP,)	
)	(Not Subject to Mandatory
Defendant.)	Arbitration)
)	
)	JURY TRIAL REQUESTED

CLAIM FOR RELIEF
(Breach of Insurance Contract)

COUNT 1
(Express Contract)

1.

Plaintiff Mark Solomon ("plaintiff") is, and at all times mentioned herein was, the owner of property located at 10611 SE Prairie Schooner Road, Prineville, Oregon (the "property").

2.

Defendant Capital Insurance Group ("defendant") is, and at all times mentioned herein was, a corporation.

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3.

Defendant issued a homeowners policy (the "policy") to plaintiff. The policy was issued for valuable consideration in the form of policy premiums, which were paid by plaintiff.

4.

Pursuant to the policy, defendant insured the property and agreed to pay for certain losses, including, but not limited to theft losses of personal property.

5.

While the policy was in force, on or about May 18, 2011 burglars entered plaintiff's dwelling, and stole personal property.

6.

The losses suffered by plaintiff fall within the coverage of defendant's policy. Pursuant to the terms of the policy, plaintiff sought payment from defendant for all his damages. Defendant has refused to pay plaintiff's loss of personal property.

7.

Defendant's denial and refusal to pay plaintiff's damages constitutes a breach of the insurance contract.

8.

As a result of defendant's breach of contract, plaintiff has been damaged in the amount of \$120,000.

9.

Plaintiff is entitled to attorney fees under ORS 742.061.

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COUNT 2
(Implied Covenant)

10.

Plaintiff realleges and incorporates by reference the allegations in paragraphs 1-9.

11.

Defendant failed to make payment, refused to make payment, and delayed payment for losses that were caused by the theft, in violation of the policy of insurance, thus causing damages to plaintiff.

12.

Defendant violated the implied covenant of good faith and fair dealing in failing properly to investigate the loss, adjust the claim, and pay plaintiff for all the losses sustained as a result of the entry and theft, causing damages to plaintiff:

a. On or about May 18, 2011 burglars entered plaintiff's dwelling and stole plaintiff's personal property.

b. Plaintiff promptly reported the losses, and provided proper proof of loss. More than six months have passed since plaintiff's submissions of proof of loss.

c. Defendant has repudiated the contract.

d. Plaintiff has supplied all information and documentation requested by defendant.

13.

It was foreseeable to defendant that if it breached its obligations under the insurance policy, plaintiff would suffer damages.

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14.

As a result of the breach of contract by defendant, plaintiff has suffered damages as set forth in paragraph 8.

WHEREFORE, plaintiff prays for relief from defendant as follows:

(a) On the CLAIM FOR RELIEF: For damages in the amount of \$120,000, including plaintiff's attorney fees herein;

(b) For prejudgment Interest at the legal rate from the time damages are incurred;

(c) For plaintiff's attorney fees, costs and disbursements herein; and

(d) For such other relief as the court deems just and proper.

Dated this 15th day of May, 2013.

SHENKER & BONAPARTE, LLP

By 

Robert E.L. Bonaparte, OSB No. 883411
Of Attorneys for Plaintiff Mark Solomon

Trial Attorney:

Robert E.L. Bonaparte, OSB No. 883411